

and its Affiliates issuing a press release in a mutually agreeable form with respect to this Agreement promptly after the execution of this Agreement.

11.3 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 11.3 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Affiliate" of a Person shall mean: (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person (including, with respect to Buyer, each of its members and any Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with either of Buyer's members) or (ii) any other Person in which such Person beneficially owns a majority of the outstanding capital stock or equity interests (including, with respect to Buyer, Salmon PCS LLC)

"Bankruptcy Code" means Title 11 of the United States Code, Sections 101 et. seq.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bidding Procedures Order" means an Order of the Bankruptcy Court in the form set forth on Exhibit E.

"Bill of Sale" means the Bill of Sale in substantially the form set forth on Exhibit C.

"Break-Up Fee" means an amount, which Sellers shall be jointly and severally liable for under the circumstances set forth in Section 5.7, equal to one and one-half percent (1.5%) of the Purchase Price, and which shall constitute an allowed administrative expense under Section 503(b)(1) of the Bankruptcy Code and shall be paid as set forth in Section 5.7.

"BTAs" means Basic Trading Areas as such term is defined in 47 C.F.R. § 24.202

"Buyer Indemnified Parties" means Buyer and its Affiliates, officers, directors, members, employees and agents.

"Chapter 11 Cases" has the meaning set forth in the recitals.

"Closing" has the meaning set forth in Section 2.1.

"Closing Date" has the meaning set forth in Section 2.1.

"Communications Act" means the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Competing Proposal" means one or more bids or proposals (i) to purchase, lease or otherwise obtain rights to utilize the Licenses (or any portion of the Licenses) whether in a separate transaction or series of transactions or as part of a plan of reorganization of any of the Sellers, or (ii) for any merger, consolidation, liquidation, dissolution, sale of equity securities or similar transaction involving any of the Sellers that is inconsistent with the terms of this Agreement.

"Court Order" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal, including the Bankruptcy Court, and any award in any arbitration proceeding.

"Encumbrance" means any lien (including, without limitation, any tax lien), claim, interest, charge, security interest, lease, mortgage, pledge, easement, right of use, first offer or first refusal, conditional sale or other title retention agreement, defect in title, covenant or other restriction of any kind, other than those conditions imposed upon licenses and licensees generally by the Communications Act and the FCC's rules, regulations and policies promulgated thereunder. For the avoidance of doubt, any and all amounts owed to any Governmental Body payable under or in connection with applicable law, including, but not limited to, all payments payable under or in connection with 47 C.F.R. §§ 1.2111 and 24.714, to the extent not satisfied in full at or prior to the Closing, shall constitute an "Encumbrance." Without limitation, it is the express intent and agreement of the parties hereto that, at the Closing, the Licenses shall be transferred to Buyer free and clear of any and all amounts owed to any Governmental Body payable under or in connection with applicable law, including, but not limited to, any and all payments payable under or in connection with 47 C.F.R. §§ 1.2111 and 24.714.

"Escrow Agent" has the meaning set forth in the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement in substantially the form of Exhibit B, which shall be executed on the Closing Date and expire on the first anniversary thereof.

"Excluded Liabilities" has the meaning set forth in Section 1.3.

"Expense Reimbursement" means an amount, which Sellers shall be jointly and severally liable for under the circumstances set forth in Section 5.7, equal to all reasonable costs and expenses of Buyer (including, without limitation, expenses of counsel and other outside consultants and legal expenses related to negotiating this Agreement and investigating any of the Sellers or the Licenses), not to exceed Four Hundred Thousand Dollars (\$400,000.00), and which shall constitute an allowed administrative expense under Section 503(b)(1) of the Bankruptcy Code, payable as set forth in Section 5.7.

"FCC" means the Federal Communications Commission.

“FCC Consent” means the consent of the FCC to the transfer of the Licenses described herein from Sellers to Buyer free and clear of Encumbrances.

“FCC Direct Payment” means an amount equal to Seven Hundred Fourteen Million Dollars (\$714,000,000.00).

“FCC Term Sheet” means the Term Sheet for Agreement Regarding the § 363 Sale of Rights and Interests in Certain Licenses, dated as of the date hereof, by and among the Sellers, the FCC, the DIP Lender and the Sellers’ Official Unsecured Creditors’ Committee.

“Final Order” means an action taken or order issued by the applicable Governmental Body as to which. (i) no request for stay of the action or order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Governmental Body and the time for filing any such petition or protest is passed; (iii) the Governmental Body does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; (iv) other than the Sale Order, the action or order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof; and (v) with respect to the Sale Order, the action or order is not then under judicial review for a challenge regarding Buyer’s status as a purchaser in good faith pursuant to Section 363(m) of the Bankruptcy Code, there is no notice of appeal or other application for judicial review pending regarding Buyer’s status as a purchaser in good faith pursuant to Section 363(m) of the Bankruptcy Code, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

“Governmental Body” means any foreign, federal, state, local or other governmental authority or regulatory body, including, without limitation, the Bankruptcy Court and the FCC.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“HSR Approval” means the expiration or termination of the applicable waiting period under the HSR Act.

“Indemnification Claim” means a claim for indemnification under Article IX.

“Indemnified Party” means the party seeking indemnification hereunder.

“Indemnitor” means the party against whom indemnification is sought hereunder.

“Indemnity Escrow Amount” means an amount equal to Twenty Million Dollars (\$20,000,000.00).

“Licenses” has the meaning set forth in the recitals.

“Losses” means any and all losses, liabilities, obligations, damages, costs and expenses (including (A) interest, penalties and reasonable attorneys’ fees and expenses and (B) reasonable attorneys’ fees and expenses necessary to enforce rights to indemnification hereunder), but not including consequential and punitive damages.

“Material Adverse Change” means any material adverse change in or effect on (a) the Licenses or (b) the ability of any Seller to consummate the transactions contemplated by this Agreement, excluding any such change, circumstance or event to the extent resulting from (i) any changes in general economic or political conditions affecting the United States wireless telecommunications industry generally or (ii) outbreak of major hostilities, declaration by the United States of a national emergency or war or other national or international calamity or crisis.

“Microwave Relocation Liabilities” has the meaning set forth in Section 1.3.

“NDA” has the meaning set forth in Section 11.1.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Body.

“PCS” means Personal Communications Services (as such term is defined in 47 C.F.R. § 24.5).

“Purchase Price” has the meaning set forth in Section 1.1.

“Requirements of Laws” means any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Body or common law that is applicable to the Licenses, the transactions contemplated in this Agreement or any material aspect of such transactions.

“Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the transfer of the Licenses and enter the Sale Order.

“Sale Motion” means the motion or motions, in form and substance acceptable to Buyer, filed by Sellers, pursuant to the provisions of Sections 363 and 1146(c) of the Bankruptcy Code, in the Chapter 11 Cases, among other things, to obtain the Sale Order, approve the transactions contemplated by this Agreement and obtain the Bidding Procedures Order.

“Sale Order” means a Court Order of the Bankruptcy Court in the form set forth on Exhibit F.

“Seller Indemnified Parties” means Sellers and their respective Affiliates, officers, directors, shareholders, employees and agents.

"Stand Alone Plan" means a Chapter 11 plan of reorganization that reorganizes the Seller whether as an ongoing entity or as a liquidating entity that is inconsistent with the Agreement, the Bidding Procedures Order or the Sale Order and which utilizes any of the Licenses.

"Third-Party Claim" has the meaning set forth in Section 9.4(a).

11.4 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered:

If to any of the Sellers.

c/o NextWave Telecom Inc.
411 West Putnam, 2nd Floor
Greenwich, CT 06830
Attention: General Counsel
Telephone: (203) 422-6770
Fax: (203) 422-2645

With a copy to (which shall not constitute notice):

Schrier-Rape, P C.
5929 Westgrove Drive
Dallas, Texas 75248
Attention: Deborah Schrier-Rape
Telephone: (214) 732-6441
Facsimile: (972) 248-3229

If to Buyer:

Cingular Wireless LLC
5565 Glenridge Connector
Suite 2000
Atlanta, Georgia 30342
Attention: Executive Vice President – Corporate Development
Telephone: (404) 236-6240
Facsimile: (404) 236-6245

With copies to (which shall not constitute notice):

Cingular Wireless LLC
5565 Glenridge Connector
Suite 2000

Atlanta, Georgia 30342
Attention: General Counsel
Telephone: (404) 236-6140
Facsimile: (404) 236-6145

and

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attention: Bryan E. Davis
J. William Boone
Telephone: (404) 881-7000
Facsimile: (404) 881-7777

or to such other address or addresses as may hereafter be specified by notice given by any of the above to the others. Notices given by United States certified mail as aforesaid shall be effective on the third business day following the day on which they are deposited in the mail. Notices delivered in person or by overnight courier shall be effective upon delivery. Notices given by facsimile shall be effective when transmitted, provided facsimile notice is confirmed by telephone and is transmitted on a business day during regular business hours.

11.5 Successors and Assigns. The rights of any party under this Agreement shall not be assignable by such party hereto prior to the Closing without the written consent of the other party; provided, however, that so long as such assignment shall not be reasonably expected to delay or prevent Closing, Buyer may, without the prior consent of Sellers, assign its rights hereunder to receive some or all of the Licenses to (a) any Affiliate of Buyer, (b) any successor of all or substantially all of Buyer's business by way of merger, consolidation, liquidation, purchase of assets of Buyer or other form of acquisition or other form of reorganization or (c) any lender of Buyer as collateral, but no such assignment shall relieve Buyer of any of its obligations to Sellers hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

11.6 Entire Agreement; Amendments. Except for the NDA, which shall continue in full force and effect and shall be binding upon the parties for the full length of its term, this Agreement and the Exhibits and Schedules referred to herein (which are incorporated herein and made a part of this Agreement by reference) and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements or understandings among Buyer and Sellers, with respect to the transactions contemplated herein. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by authorized representatives of Buyer and Sellers.

11.7 Waivers. Any failure of Buyer or Sellers to comply with any obligation, covenant, agreement or condition herein may be waived by the other party only by a written instrument signed by Buyer or Sellers, as applicable, granting such waiver, but such waiver or

failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11.8 Expenses. Except as otherwise set forth in Section 5.7 of this Agreement, each party hereto will pay all of its own costs and expenses incident to its negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby, including the fees, expenses and disbursements of its counsel and advisors. Notwithstanding the above, in the event any party shall bring an action in connection with the performance, breach or interpretation of this Agreement, the prevailing party in any such action shall be entitled to recover from the losing party all reasonable costs and expenses of such action, including attorneys' fees.

11.9 Construction and Interpretation. No party shall be deemed to be the draftsman hereof. Accordingly, neither this Agreement nor any uncertainty or ambiguity herein shall be conclusively construed or resolved against any party hereto, whether under any rule of construction or otherwise. This Agreement has been reviewed, negotiated and accepted by all parties. The parties hereto expressly acknowledge and agree that nothing in the FCC Term Sheet is intended to limit in any manner any of the rights and obligations of the Buyer and/or the Sellers under this Agreement or otherwise contradict or be construed as a waiver of any provisions of this Agreement. Furthermore, each of the parties expressly acknowledges, agrees and covenants that it will never assert, claim or contend that any provision of the FCC Term Sheet modifies, or was intended to modify, or should be construed so as to modify, in any way, any of the parties' rights under this Agreement (including, without limitation, Articles VII and VIII of this Agreement). The parties hereto further expressly acknowledge and agree that nothing herein is intended to modify or limit in any manner any of the rights and obligations of the FCC, the United States and/or Sellers in the FCC Term Sheet or be construed as a waiver of any provisions therein.

11.10 Execution in Counterparts. This Agreement may be executed in one or more counterparts which may be delivered by facsimile, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto.

11.11 Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles, and to the extent applicable, the Bankruptcy Code.

11.12 Specific Performance. Notwithstanding anything herein to the contrary, if Buyer or Sellers fail to perform any of its obligations under this Agreement, the aggrieved party shall have the right, in addition to all other rights or remedies, to specific performance of the terms hereof.

11.13 Jurisdiction. During the pendency of the Chapter 11 Cases, the parties agree that the Bankruptcy Court shall have the exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement or any ancillary document executed pursuant hereto. After the Chapter 11 Cases have been closed, the parties

EXECUTION COPY

agree that the federal court in the Southern District of New York (or in the absence of such jurisdiction by such court, the courts of the State of New York located in the City and County of New York) shall have the exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement or any ancillary document executed pursuant hereto. Buyer and each of the Sellers expressly consent to and agree not to contest such exclusive jurisdiction and, in addition, waive any rights to a jury trial.

11.14 Headings. Subject headings are included for convenience only and shall not effect the interpretation of any provisions of this Agreement.

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SELLERS:

NEXTWAVE TELECOM INC.

By: /s/ Frank A. Cassou
Name: Frank A. Cassou
Its: Executive Vice President

NEXTWAVE PERSONAL COMMUNICATIONS INC.

By: /s/ Frank A. Cassou
Name: Frank A. Cassou
Its: Executive Vice President

NEXTWAVE PARTNERS INC.

By: /s/ Frank A. Cassou
Name: Frank A. Cassou
Its: Executive Vice President

NEXTWAVE POWER PARTNERS INC.

By: /s/ Frank A. Cassou
Name: Frank A. Cassou
Its: Executive Vice President

BUYER:

CINGULAR WIRELESS LLC

By: /s/ Stephen A. McGaw
Name: Stephen A. McGaw
Its: Senior Vice President –
Corporate Development

EXHIBIT A LICENSES

Call Sign	Market	BTA	Block	MHz	Frequencies	License Grant Date	File Number	Notification Grant Date
KNLF674	Allentown, PA	BTA010	C3	10	1895-1900, 1975-1980	01/03/97	0000753787	04/21/03
KNLH204	Atlanta, GA	BTA024	F	10	1890-1895, 1970-1975	04/28/97	0000936612	04/21/03
KNLF652	Baltimore, MD	BTA029	C5	10	1905-1910, 1985-1990	01/03/97	0000753736	04/21/03
KNLF646	Boston, MA	BTA051	C5	10	1905-1910, 1985-1990	01/03/97	0000753594	04/21/03
KNLF938	Chicago, IL	BTA078	F	10	1890-1895, 1970-1975	04/28/97	0000936621	04/21/03
KNLH203	Dallas, TX	BTA101	F	10	1890-1895, 1970-1975	06/27/97	0000963156	04/21/03
KNLF676	El Paso, TX	BTA128	C4/C5	20	1900-1910, 1980-1990	01/03/97	0000753802	04/21/03
KNLF693	Gainesville, FL	BTA159	C3	10	1895-1900, 1975-1980	01/03/97	0000753724	04/21/03
KNLF689	Hagerstown, MD	BTA179	C3	10	1895-1900, 1975-1980	01/03/97	0000753685	04/21/03
KNLH213	Harrisburg, PA	BTA181	F	10	1890-1895, 1970-1975	04/28/97	0000963139	04/21/03
KNLF648	Houston, TX	BTA196	C5	10	1905-1910, 1985-1990	01/03/97	0000753625	04/21/03
KNLF696	Joplin, MO	BTA220	C3	10	1895-1900, 1975-1980	01/03/97	0000753622	04/21/03
KNLH229	Kankakee, IL	BTA225	F	10	1890-1895, 1970-1975	04/28/97	0000912263	04/21/03
KNLF686	Lakeland, FL	BTA239	C3	10	1895-1900, 1975-1980	01/03/97	0000753721	04/21/03
KNLH217	Lancaster, PA	BTA240	F	10	1890-1895, 1970-1975	04/28/97	0000917416	04/21/03
KNLH209	Las Vegas, NV	BTA245	F	10	1890-1895, 1970-1975	04/28/97	0000963133	04/21/03
KNLF645	Los Angeles, CA	BTA262	C3	10	1895-1900, 1975-1980	01/03/97	0000753783	04/21/03
KNLF678	Manchester, NH	BTA274	C3	10	1895-1900, 1975-1980	01/03/97	0000753686	04/21/03
KNLF683	Portland, ME	BTA357	C3	10	1895-1900, 1975-1980	01/03/97	0000753687	04/21/03
KNLF812	Portland, OR	BTA358	C3	10	1895-1900, 1975-1980	01/03/97	0000753708	04/21/03
KNLF684	Poughkeepsie, NY	BTA361	C3	10	1895-1900, 1975-1980	01/03/97	0000753788	04/21/03
KNLH220	Reading, PA	BTA370	F	10	1890-1895, 1970-1975	04/28/97	0000963103	04/21/03
KNLH207	Sacramento, CA	BTA389	F	10	1890-1895, 1970-1975	04/28/97	0000972972	04/21/03
KNLH227	Salisbury, MD	BTA398	F	10	1890-1895, 1970-1975	04/28/97	0000936573	04/21/03
KNLH208	Salt Lake City, UT	BTA399	F	10	1890-1895, 1970-1975	06/27/97	0000914013	04/23/03
KNLF651	San Diego, CA	BTA402	C3	10	1895-1900, 1975-1980	01/03/97	0000753740	04/21/03
KNLH200	San Francisco, CA	BTA404	F	10	1890-1895, 1970-1975	04/28/97	0000936562	04/21/03
KNLF680	Sarasota, FL	BTA408	C3	10	1895-1900, 1975-1980	01/03/97	0000753683	04/21/03
KNLF679	Springfield, MO	BTA428	C3	10	1895-1900, 1975-1980	01/03/97	0000753706	04/21/03
KNLF653	Tampa, FL	BTA440	C3/C4	20	1895-1905, 1975-1985	01/03/97	0000753718	04/21/03
KNLF691	Temple, TX	BTA441	C3	10	1895-1900, 1975-1980	01/03/97	0000753807	04/21/03
KNLH222	Tyler, TX	BTA452	F	10	1890-1895, 1970-1975	04/28/97	0000955021	04/21/03
KNLF647	Washington, DC	BTA461	C5	10	1905-1910, 1985-1990	01/03/97	0000753709	04/21/03
KNLH218	York, PA	BTA483	F	10	1890-1895, 1970-1975	04/28/97	0000963111	04/21/03

* All C-Block spectrum is license to Nextwave Personal Communications Inc , all F-Block spectrum is licensed NextWave Power Partners Inc.

EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of _____, 2003 by and between NextWave Telecom Inc., a Delaware corporation ("NextWave Telecom"), NextWave Personal Communications Inc., a Delaware corporation and wholly owned subsidiary of NextWave Telecom ("NextWave Personal Communications"), NextWave Partners Inc., a Delaware corporation and wholly owned subsidiary of NextWave Telecom ("NextWave Partners"), NextWave Power Partners Inc., a Delaware corporation and wholly owned subsidiary of NextWave Partners ("NextWave Power Partners," and together with NextWave Telecom, NextWave Personal Communications and NextWave Partners, "Sellers"), Cingular Wireless LLC, a Delaware limited liability company ("Buyer"), and _____, a _____ banking corporation (the "Escrow Agent")

WHEREAS, each of the Sellers and Buyer have entered into an Purchase Agreement dated August 4, 2003 (the "Asset Purchase Agreement") pursuant to which Buyer will purchase all rights and interests in the Licenses from Sellers. Any capitalized term used but not defined herein shall have the meaning set forth in the Asset Purchase Agreement; and

WHEREAS, the Asset Purchase Agreement contemplates the establishment of an escrow account to provide, as the exclusive remedy, a fund for satisfaction of certain post-closing indemnification claims made by Buyer against Sellers pursuant to Article IX of the Asset Purchase Agreement; and

WHEREAS, Escrow Agent is willing to accept the escrow fund and to hold and distribute the escrow fund in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment of Escrow Agent. Buyer and Sellers hereby designate and appoint Escrow Agent to serve as escrow agent hereunder, and Escrow Agent hereby confirms its agreement to act as escrow agent upon the terms, conditions and provisions of this Agreement.

2. Creation of Escrow Account.

(a) Concurrently with the Closing, Buyer has deposited with Escrow Agent the cash sum of Twenty Million Dollars (\$20,000,000.00) (together with all interest earned thereon, the "Indemnification Escrow Amount") to provide the exclusive source of funds for payment of post-closing indemnification claims made by Buyer against Sellers pursuant to Article IX of the Asset Purchase Agreement. The Indemnification Escrow Amount shall be invested in U.S. treasury securities, money market funds or direct obligations of the United States of America or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America. The Indemnification Escrow Amount is to be held,

administered and paid by Escrow Agent as provided herein. Escrow Agent acknowledges receipt of the Indemnification Escrow Amount and agrees to hold, administer and pay the same in accordance with the terms of this Agreement and not permit any withdrawal thereof except pursuant to the terms hereof.

3. Disposition of Indemnification Escrow Amount. At any time prior to the expiration of the Sellers' indemnification obligations pursuant to Section 9.5 of the Asset Purchase Agreement (the "Termination Date"), Buyer may deliver to the Escrow Agent a notice of an Indemnification Claim (a "Notice of Claim"), with a copy contemporaneously delivered to Sellers. If the Escrow Agent has not received from Sellers a written Notice of Dispute (as hereinafter defined) within twenty (20) calendar days after Escrow Agent receives the Notice of Claim (with a copy of such Notice of Dispute having been sent contemporaneously by Sellers to Buyer) stating that Sellers dispute the claim contained in the Notice of Claim, the portion of the Indemnification Escrow Amount specified in the Notice of Claim shall be disbursed by the Escrow Agent to Buyer as soon as practicable in accordance with the directions contained therein. Subject to Section 4 of this Agreement, if the Escrow Agent receives a Notice of Dispute from Sellers within the ten-day period, the Escrow Agent shall not release the portion of the Indemnification Escrow Amount relating to the Notice of Dispute until the receipt of (i) written instructions executed jointly by Sellers and Buyer directing the Escrow Agent to cause the delivery of all or a specified portion of the Indemnification Escrow Amount to the appropriate party or parties (a "Joint Notice of Release") or (ii) a final, binding and non-appealable court order with respect thereto. The Escrow Agent shall thereupon distribute within twenty (20) calendar days a portion of the Indemnification Escrow Amount in accordance with the directions contained in the Joint Notice of Release or the final, binding and non-appealable court order

4. Termination of Agreement and Release of Escrow Fund.

(a) Subject to the provisions of Section 3 hereof, the portion of the Indemnification Escrow Amount not subject to a Notice of Claim and not previously disbursed shall be disbursed to Sellers, and this Agreement, except for the provisions in Sections 7 and 8 hereof, shall terminate on the Termination Date, unless prior to the close of business on the Termination Date (or the close of business on the business day prior to the Termination Date, if the Termination Date is not a business day) the Escrow Agent shall have received: (i) any Notice of Claim for which the twenty (20) day period for filing the appropriate Notice of Dispute shall not have expired ("Outstanding Notice of Claim"); or (ii) any Notice of Claim for which the appropriate Notice of Dispute shall have been filed and for which the Escrow Agent shall not have received the appropriate Joint Notice of Release or a final, binding non-appealable court order with respect thereto ("Outstanding Notice of Dispute"). The Escrow Agent shall be entitled to rely upon a joint notice executed by Sellers and Buyer as to the satisfaction of the conditions resulting in a termination of the escrow fund.

(b) If the Escrow Agent is in possession of any Outstanding Notice of Claim, or Outstanding Notice of Dispute on the Termination Date, the Escrow Agent shall disburse to Sellers within ten (10) days after the Termination Date the portion of the Indemnification Escrow Amount in excess of the aggregate amount of the Indemnification Escrow Amount subject to all

Outstanding Notices of Claim and Outstanding Notices of Dispute. Furthermore, this Agreement shall remain in effect according to the terms herein until the Escrow Agent shall have released in accordance with the provisions set forth below all of the Indemnification Escrow Amount remaining subject to this Agreement, at which time, except for the provisions in Sections 7 and 8 hereof, this Agreement shall terminate. From and after the Termination Date, (x) the portion of the Indemnification Escrow Amount subject to any Outstanding Notice of Claim for which the appropriate Notice of Dispute shall not have been received by the Escrow Agent within the applicable ten day period shall be released to Buyer as directed in the Notice of Claim, as soon as practicable; and (y) if a Notice of Dispute with respect to a Notice of Claim is received within the applicable ten day period, such Notice of Dispute shall be treated as an Outstanding Notice of Dispute, and the portion of the Indemnification Escrow Amount subject to all Outstanding Notices of Dispute shall only be released upon receipt of appropriate Joint Notices of Release or a final, binding and non-appealable court order with respect thereto.

5. Escrow Agent's Duties. Escrow Agent shall be obligated to perform only such duties as expressly set forth in this Agreement, and shall not be required, in carrying out its duties under this Agreement, to refer to or take any notice of any other agreement among the parties hereto, including but not limited to the Asset Purchase Agreement.

6. Remedies of Escrow Agent.

(a) In the event of any disagreement or controversy hereunder, or if conflicting demands or notices are made upon Escrow Agent, or in the event Escrow Agent in good faith is in doubt as to what action it should take hereunder, the parties expressly agree and consent that Escrow Agent shall have the absolute right: (i) to stop all further proceedings in, and performance of, this Agreement and of all instructions received hereunder; (ii) to file a suit in interpleader and obtain an order from a court of competent jurisdiction requiring all persons involved to interplead their several claims and rights among themselves and with Escrow Agent, or (iii) to deposit all funds held hereunder into the registry or custody of a court of competent jurisdiction and thereupon be discharged of all further duties hereunder.

(b) While any interpleader proceeding arising out of or relating to this Agreement is pending, whether the same be initiated by Escrow Agent or by others, Escrow Agent shall have the right, at its option, to stop all further proceedings in, and performance of, this Agreement and instructions received hereunder until all differences shall have been resolved by agreement or until the rights of all parties shall have been fully and finally determined by the interpleader proceedings. The rights of Escrow Agent under this Section 6 are in addition to all other rights which it may have by law or otherwise.

7. Escrow Agent's Fees and Expenses. The reasonable compensation of Escrow Agent as set forth in Schedule A hereto and all expenses, disbursements and advances (including reasonable attorneys' fees) incurred by the Escrow Agent directly in connection with carrying out Escrow Agent's duties hereunder shall be paid jointly by Sellers and Buyer.

8. Indemnification Each of the Sellers and Buyer, jointly and severally, agree to indemnify, protect and save and hold Escrow Agent and its successors and assigns, and each of

its directors, officers, agents and employees, harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including reasonable attorneys' fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent or such other persons that in any way relate to or arise directly or indirectly out of the execution and delivery of this Agreement or any action taken hereunder; provided, however, that Sellers and Buyer shall have no such obligation to indemnify and save and hold Escrow Agent harmless from any liability incurred by, imposed upon or asserted against Escrow Agent resulting from the gross negligence or willful misconduct of Escrow Agent.

9. Resignation by or Termination of Escrow Agent. Escrow Agent may resign as such by delivering written notice to Sellers and Buyer at least thirty (30) days prior to the effective date of such resignation. Sellers and Buyer acting jointly, may terminate Escrow Agent from its position as such by delivering written notice to Escrow Agent to such effect executed by Sellers and Buyer at least thirty (30) days prior to the effective date of such termination (unless such termination is as a result of Escrow Agent's breach of its obligations hereunder, in which case the effective date of such termination shall be any date specified in such notice by Sellers and Buyer). In the event of such resignation by or termination of Escrow Agent, a successor Escrow Agent shall be appointed by mutual agreement between Sellers and Buyer and written notice of the appointment shall be delivered to Escrow Agent. Escrow Agent that has been so terminated or has so resigned shall promptly deliver to the successor Escrow Agent the entire remaining Indemnification Escrow Amount (together with copies of all records pertaining thereto). From and after the appointment of a successor Escrow Agent pursuant to this Section 9, all references herein to Escrow Agent shall be deemed to be to such successor Escrow Agent. If Sellers and Buyer fail to appoint a successor Escrow Agent within thirty (30) days of the effective date of any resignation or termination pursuant to this Section 9, then Escrow Agent shall have the right to institute suit in a court of competent jurisdiction to have a successor Escrow Agent appointed and to tender into the registry or custody of such court any portion of or all of the Indemnification Escrow Amount, whereupon Escrow Agent shall be discharged from its obligations hereunder, provided that the provisions of Sections 7 and 8 shall survive such resignation or termination and Escrow Agent shall be entitled to its compensation earned prior thereto and any indemnification to which it may be entitled.

10. Notices.

(a) A Notice of Claim shall specify (i) the amount of the claim to the Indemnification Escrow Amount; (ii) the portion of the Indemnification Escrow Amount the Escrow Agent is directed to disburse; (iii) a statement regarding the basis upon which the Notice of Claim is made, specifying in reasonable detail the nature of the claim for disbursement of such portion of the Indemnification Escrow Amount, and (iv) a reference to the applicable section of the Asset Purchase Agreement. The Notice of Claim shall be executed by Buyer and a copy thereof shall be delivered to Sellers at the time the Notice of Claim is delivered to the Escrow Agent.

(b) A Notice of Dispute shall specify the Notice of Claim to which it relates by indicating the date of such Notice of Claim, the amount of the claim to the Indemnification

Escrow Amount and the portion of the Indemnification Escrow Amount directed to be disbursed pursuant to such Notice of Claim and shall also specify in reasonable detail the basis for the dispute of the Notice of Claim. The Notice of Dispute shall be executed by Sellers, and a copy thereof shall be delivered to Buyer at the time it is delivered to the Escrow Agent.

(c) A Joint Notice of Release shall contain the information required to be contained in a Notice of Claim as modified by mutual agreement of the Sellers and Buyer, shall provide directions to the Escrow Agent concerning the Notice of Claim to which it pertains, and shall be executed by Sellers and Buyer.

(d) The Escrow Agent shall not be responsible for the appropriateness, sufficiency or accuracy of information contained in a Notice of Claim, Notice of Dispute or Joint Notice of Release regarding the basis for the claim against the Indemnification Escrow Amount or the basis for the dispute regarding the disbursement of all or a portion of the Indemnification Escrow Amount.

(e) Any notice or other communication to be given hereunder shall be in writing and shall be deemed sufficient when (i) mailed by United States certified mail, return receipt requested, (ii) mailed by overnight express mail, (iii) sent by facsimile, followed by confirmation mailed by first-class mail or overnight express mail, or (iv) delivered in person, at the address set forth below, or such other address as a party may provide to the other in accordance with the procedure for notices set forth in this Section:

If to any of the Sellers:

c/o NextWave Telecom Inc.
411 West Putnam, 2nd Floor
Greenwich, CT 06830
Attention: General Counsel
Telephone: (203) 422-6770
Fax: (203) 422-2645

With a copy to (which shall not constitute notice):

Schrier-Rape, P.C.
5929 Westgrove Drive
Dallas, Texas 75248
Attention: Deborah Schrier-Rape
Telephone: (214) 732-6441
Facsimile: (972) 248-3229

If to Buyer:

Cingular Wireless LLC
5565 Glenridge Connector
Suite 2000

Atlanta, Georgia 30342
Attention: Executive Vice President – Corporate Development
Telephone: (404) 236-6240
Facsimile: (404) 236-6245

With copies to (which shall not constitute notice):

Cingular Wireless LLC
5565 Glenridge Connector
Suite 2000
Atlanta, Georgia 30342
Attention: General Counsel
Telephone: (404) 236-6140
Facsimile: (404) 236-6145

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attention: Bryan E. Davis
J. William Boone
Telephone: (404) 881-7000
Facsimile: (404) 881-7777

and

If to Escrow Agent:

11. General Provisions.

(a) Assignment. The rights of any party under this Agreement shall not be assignable by such party without the written consent of the other parties; provided, however, that Buyer may, without the prior consent of the other parties, assign any or all of its rights hereunder to (a) any Affiliate of Buyer, (b) any successor of all or substantially all of Buyer's business by way of merger, consolidation, liquidation, purchase of assets of Buyer or other form of acquisition or other form of reorganization or (c) any lender of Buyer as collateral, but no such assignment shall relieve Buyer of any of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

(b) Amendment. This Agreement may not be amended or modified except in a writing signed by all parties hereto.

(c) Waiver. Failure to insist upon strict compliance with any of the terms or conditions of this Agreement at any one time shall not be deemed a waiver of such term or condition at any other time; nor shall any waiver or relinquishment of any right or power granted herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

(d) Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

(e) Invalid Provision. If any provision of this Agreement shall be determined to be invalid or unenforceable, this Agreement shall be deemed amended to delete such provision and the remainder of this Agreement shall be enforceable by its terms.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) Further Assurances. Each party agrees to execute and deliver all such further instruments and do all such further acts as may be reasonably necessary or appropriate to effectuate this Agreement.

(h) Headings. Headings and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.

(i) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to matters set forth in this Agreement, and supersedes any prior understanding or agreement, oral or written, with respect to such matters.

(j) Interpretations. No party shall be deemed to be the draftsman hereof. Accordingly, neither this Agreement nor any uncertainty or ambiguity herein shall be conclusively construed or resolved against any party hereto, whether under any rule of construction or otherwise. This Agreement has been reviewed, negotiated and accepted by all parties.

(k) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall constitute one and the same Agreement, binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

(l) Jurisdiction. During the pendency of the Chapter 11 Cases, the parties agree that the Bankruptcy Court shall have the exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement or any ancillary

EXECUTION COPY

document executed pursuant hereto. After the Chapter 11 Cases have been closed, the parties agree that the federal court in the Southern District of New York (or in the absence of such jurisdiction by such court, the courts of the State of New York located in the City and County of New York) shall have the exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement or any ancillary document executed pursuant hereto. Each of the parties expressly consents to and agrees not to contest such exclusive jurisdiction and, in addition, waives any rights to a jury trial.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CINGULAR WIRELESS LLC

By: _____
Name: _____
Title: _____

NEXTWAVE TELECOM INC.

By: _____
Name: _____
Title: _____

NEXTWAVE PERSONAL COMMUNICATIONS INC.

By: _____
Name: _____
Title: _____

NEXTWAVE PARTNERS INC.

By: _____
Name: _____
Title: _____

NEXTWAVE POWER PARTNERS INC.

By: _____
Name: _____
Title: _____

_____, as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE A

SCHEDULE OF FEES

The fee of \$_____ for administering this Escrow Agreement is payable in advance at the time of closing.

Out of pocket expenses such as, but not limited to postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal or accounting, etc., will be billed at cost.

These fees do not include extraordinary services, which will be priced according to time and scope of duties. The fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the Escrow Agreement.

It is acknowledged that the schedule of fees shown above are acceptable for the services mutually agreed upon.

EXHIBIT C

BILL OF SALE

This Bill of Sale dated as of _____, 2003 is by and between NextWave Telecom Inc., a Delaware corporation ("NextWave Telecom"), NextWave Personal Communications Inc., a Delaware corporation and wholly owned subsidiary of NextWave Telecom ("NextWave Personal Communications"), NextWave Partners Inc., a Delaware corporation and wholly owned subsidiary of NextWave Telecom ("NextWave Partners"), NextWave Power Partners Inc., a Delaware corporation and wholly owned subsidiary of NextWave Partners ("NextWave Power Partners," and together with NextWave Telecom, NextWave Personal Communications and NextWave Partners, "Sellers"), and Cingular Wireless LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used herein which are not otherwise defined shall have the meanings assigned to them in the Purchase Agreement dated August 4, 2003 by and among each of the Sellers and Buyer (the "Purchase Agreement").

WHEREAS, the Purchase Agreement provides for, among other things, the assignment and sale to Buyer from each Seller of all rights and interests in certain licenses for good and valuable consideration in the amount and on the terms and conditions provided therein; and

WHEREAS, all of the conditions set forth in the Purchase Agreement have been satisfied; and

WHEREAS, the parties hereto now desire to carry out the intent and purpose of the Purchase Agreement by, among other things, each Seller's execution and delivery of this instrument evidencing the sale, conveyance, assignment, transfer and delivery to the Buyer of all of such Seller's right and interest in and to the Licenses (as defined below).

NOW THEREFORE, the parties hereby agree as follows:

1. Each Seller hereby sells, assigns and transfers to the Buyer, its successors and assigns, effective as of the date hereof, all of the rights and interests in the respective license and authorization issued by the Federal Communications Commission listed on Exhibit A attached hereto (the "Licenses").

2. The Buyer hereby accepts from each Seller the assignment and transfer of the Licenses and all of the Sellers' right and interest therein and thereto, free and clear of all Encumbrances.

3. This Bill of Sale shall be governed by, enforced and construed in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of laws.

4. This Bill of Sale may be signed in counterpart originals and delivered by facsimile, which collectively shall have the same legal effect as if all signatures had appeared on the same document.

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5. Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of the parties set forth in the Purchase Agreement nor shall this Bill of Sale expand or enlarge any remedies under the Purchase Agreement. This Bill of Sale is intended only to effect the sale of the Licenses pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Purchase Agreement.

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IN WITNESS WHEREOF, this Bill of Sale has been signed by the Buyer and the Sellers
as of the date set forth above.

SELLERS:

BUYER:

NEXTWAVE TELECOM INC.

CINGULAR WIRELESS LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

NEXTWAVE PERSONAL COMMUNICATIONS INC.

By: _____
Name: _____
Its: _____

NEXTWAVE PARTNERS INC.

By: _____
Name: _____
Its: _____

NEXTWAVE POWER PARTNERS INC.

By: _____
Name: _____
Its: _____

EXECUTION COPY

EXHIBIT A TO BILL OF SALE

[SAME AS EXHIBIT A TO THE PURCHASE AGREEMENT]

EXHIBIT D

SUBJECT MATTER OF OPINION OF COUNSEL TO SELLERS

The Opinion of counsel(s) to the Sellers shall state the following:

1. Subject to entry of the Bidding Procedures Order, the Sale Order becoming a Final Order and receipt of HSR Approval, the execution and delivery of the Agreement by each of the Sellers, and the performance by each of the Sellers of its obligations thereunder will not violate any federal, New York or Delaware statute, rule or regulation applicable to any of the Sellers. Counsel's opinion in this paragraph may express no opinion as to federal and state laws and regulations applicable solely to telecommunications providers and license holders.

2. To our knowledge, no consent, approval, authorization, registration or declaration by, or filing with, any New York, Delaware or federal governmental authority is required in connection with the execution and delivery by each of the Sellers of the Agreement, the consummation by each of the Sellers of the transactions contemplated thereby or the performance by each of the Sellers of its obligations thereunder, except for the entry of the Bidding Procedures Order, the Sale Order becoming a Final Order and receipt of the HSR Approval.

3. None of the Sellers is an investment company, unit investment trust or face-amount certificate company under the Investment Company Act of 1940, as amended, or subject to regulation under such Act, or controlled by an investment company, unit investment trust or face-amount certificate company under such Act (provided that control, for the purposes of this Opinion, is defined as the ownership of twenty five percent (25%) or more of the voting stock of any Seller).

4. Each of the Sellers holds and has the right to use its Licenses. The Licenses are in full force and effect, and except for FCC actions that have since been overturned by reviewing courts, have not been revoked, suspended, cancelled or modified. The Licenses include all FCC licenses, permits and authorizations necessary for Sellers to operate a broadband PCS system in the markets corresponding to each License, as the systems are currently being operated. Subject to the Sale Order and FCC Consent each becoming a Final Order and receipt of HSR Approval, the execution and delivery of the Agreement by each of the Sellers, and the performance by each of the Sellers of its obligations thereunder will not violate any federal and state laws and regulations applicable solely to telecommunications providers and license holders.

5. There are no actions, suits or proceedings before the FCC pending or, to the best of our knowledge, threatened, against any of the Sellers or the Licenses. There is no unsatisfied adverse FCC order, decree, or ruling outstanding against any of the Sellers or the Licenses.

6. Sellers have filed a timely notification with the FCC stating that they have satisfied the five-year construction benchmarks applicable to the Licenses, as mandated by Section 24.203 of the FCC rules.